

Exhibit B

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2 C O N F I D E N T I A L

3 UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

4 -----x

5 FULL CIRCLE UNITED, LLC,
Plaintiff,6 -against- Case No.
1:20-cv-033957 BAY TEK ENTERTAINMENT, INC.,
Defendant.

8 -----x

9 BAY TEK ENTERTAINMENT, INC.,
Counterclaim Plaintiff,

10 -against-

11 FULL CIRCLE UNITED, LLC,
Counterclaim Defendant,

12 -and-

13 ERIC PAVONY,
14 Additional Counterclaim Defendant.

15 -----x

16 June 14, 2022

17
18 Continued Remote Videotaped Deposition of
19 Full Circle United, LLC, by ERIC PAVONY, and
20 ERIC PAVONY, individually, held via Zoom before
21 Joseph R. Danyo, a Shorthand Reporter and Notary
22 Public within and for the State of New York.23
24 Reported by: Joseph R. Danyo

25 Job No. 211445

1 PAVONY - Confidential

2 please.

3 (Record read)

4 A. And you're asking me to remember any
 5 words that he said seven years ago? Off the top
 6 of my head, I can't remember any specific words
 7 that he said that day specifically, but like I
 8 was saying, like I was saying, like, and the
 9 reason I bring this up is the purpose of the
 10 conversation was to understand that Bay Tek
 11 understood what it was that Full Circle United
 12 does and wanted to accomplish, and that was the
 13 purpose of that conversation, and we had it prior
 14 to us assigning the agreements over, and had Bay
 15 Tek never given us the oral promise that they,
 16 and agreed to manufacture lanes for us prior to
 17 the assignment, we never would have assigned the
 18 agreement over to Bay Tek.

19 Q. Okay. So again the intention in here
 20 is that there was an agreement that was made,
 21 correct?

22 MR. SKIBELL: Objection.

23 Q. Page 5, paragraph 5. What were the
 24 material terms of the agreement that was made in
 25 that conversation that he uttered?

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2 Pavony?

3 A. Yes.

4 Q. Specific words that Mr. Philippon
 5 said that manifested an agreement to do any of
 6 the things you mention in paragraph 5?

7 A. I can't remember specific words, but
 8 like paragraph 5 says, it says that Bay Tek would
 9 manufacture Skee-Ball lanes for Full Circle, and
 10 Full Circle could broadcast its tournaments,
 11 league play and events.

12 Q. And if I read you the transcript and
 13 audio, those words came out of Mr. Philippon's
 14 mouth or yours?

15 A. Well, this was our first
 16 conversation. You know, our company has the
 17 license to Live Play, which is, you know,
 18 broadcasting of tournaments and league play and
 19 events. So the purpose of this initial
 20 conversation with at that time a potential new
 21 owner of the Skee-Ball company, the purpose of
 22 that conversation was to talk about what each of
 23 our respective companies did and how we were
 24 going to work together and how we were going to
 25 help each other be successful.

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2 A. I can't remember exactly anything he
 3 uttered specifically like you keep asking me,
 4 but, you know, we talked about manufacturing of
 5 lanes, custom lanes at that, and we talked about
 6 how many lanes, over how many, you know, broken
 7 up, you know, how many lanes, how many years or
 8 how many lanes per year. We talked about the
 9 purpose of turning Skee-Ball into a bona fide
 10 sport to bring it to television networks such as
 11 ESPN. That was what was being discussed and what
 12 Gaetan agreed to.

13 Q. I'm asking you to tell me what he
 14 agreed to, not what was discussed. Do you have
 15 anything further to add to your testimony as to
 16 what he said?

17 MR. SKIBELL: Christine, why don't
 18 you refresh his recollection with the
 19 transcript if you want him to answer about
 20 specific words?

21 MS. LEPERA: No. My deposition, I do
 22 it my way. I have the transcript. Would
 23 you like me to comment on it?

24 A. My answer --

25 Q. Do you have anything else to add, Mr.

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2 Q. Okay. Do you have anything further
 3 to add or is that it? I'm giving you a full and
 4 fair opportunity.

5 MR. SKIBELL: Objection to form.

6 Q. Okay. You made a claim against --

7 MR. SKIBELL: Did you get a chance to
 8 answer? I didn't hear anything on the
 9 record.

10 MS. LEPERA: He nodded his head, but
 11 I thought he was done.

12 A. I think we discussed it.

13 Q. You said no, right? Nothing further
 14 to add?

15 A. Nothing further to add regarding what
 16 we were just discussing. Sure.

17 Q. Exactly. You made a claim against
 18 Mr. Sladek in the SBI litigation that he made an
 19 agreement with you, because he told you good luck
 20 on something that you had expressed regarding
 21 your goals and desires. Do you recall that?

22 MR. SKIBELL: Objection, lacks
 23 foundation.

24 MS. LEPERA: I'm asking if he
 25 recalls.

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2 A. So you're referring to the oral
 3 agreement that Joe Sladek gave us in 2005, which
 4 is a long time ago now, but I remember what
 5 you're referring to. He didn't just wish us good
 6 luck. You know, we again explained to him what
 7 it was our company was doing, and he didn't just
 8 say good luck. He gave us, he said, he agreed to
 9 us doing what it was we presented him with.

10 Q. Okay. The court disagreed with you
 11 on that, correct? Threw that claim out, right?

12 MR. SKIBELL: Objection to form.

13 Calls for a legal conclusion.

14 You can answer.

15 A. I actually don't recall what the
 16 court said on that.

17 Q. You don't recall the court saying
 18 Full Circle, who has failed to plausibly assert
 19 the formation of an oral contract, no less a
 20 breach thereof? You don't recall that?

21 A. I don't recall that specifically.
 22 That lawsuit settled many years ago, but I do
 23 remember Joe Sladek not contesting that point
 24 during the litigation when it was brought up.
 25 Joe himself said, he goes, yes, yes, Joe admitted

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2 during the course of the litigation that, yes,
 3 that conversation in 2005 where he did wish us
 4 good luck where he did say, yes, you can host
 5 Skee-Ball tournaments, you can call it
 6 Brewskee-Ball, you can do all these things that
 7 we presented him with.

8 Joe decided, I guess because he
 9 wanted to tell the truth, that he decided in that
 10 litigation, he said, yeah, no, I'm not denying
 11 that. That happened. That's what Joe said.

12 Q. Okay. Is that before or after the
 13 court threw out your claim?

14 MR. SKIBELL: Objection,
 15 argumentative.

16 MS. LEPERA: It's a question. It's
 17 cross.

18 Q. Was that conversation that Mr. Sladek
 19 allegedly said that, was that before or after the
 20 court dismissed your claim against him for
 21 alleged oral contract breach?

22 A. I don't recall the exact date, but I
 23 think Joe said that during one of the
 24 court-appointed mediations when that discussion,
 25 that 2005 discussion and that 2005 agreement with

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2 Joe was being discussed. I think it was a
 3 court-appointed mediation where Joe said that. I
 4 don't know if that was before or after what you
 5 are referencing.

6 Q. Okay. You say in paragraph 9 of this
 7 document, and I believe you just testified to a
 8 similar thing, that you relied on the agreement
 9 made by Philippon on behalf of Bay Tek to execute
 10 Full Circle's consent to the assignment of the
 11 license agreement and settlement agreement from
 12 Skee-Ball to Bay Tek. Do you see that?

13 A. Number 9?

14 Q. Yes, sir.

15 A. Yes.

16 Q. Okay.

17 MS. LEPERA: I would like to mark if
 18 you would number 12, the consent to
 19 assignment. It's FCU multiple zeros 48
 20 through 50.

21 (Pavony Exhibit 12, Consent to
 22 assignment dated December 3, 2015 Bates
 23 stamped FCU 48 through 50, was so marked
 24 for identification, as of this date.)

25 MS. LEPERA: So he can identify if

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2 this is what he's talking about.

3 Q. Mr. Pavony, we are showing you what
 4 we have marked as Pavony 12, a December 3, 2015
 5 document entitled "Potential Sale of Skee-Ball
 6 Inc.," and review the four pages and tell me if
 7 you recognize it.

8 A. Can I still scroll?

9 MS. NGUYEN: Yes, you can.

10 THE WITNESS: Okay. Thank you.

11 A. Okay.

12 Q. Are you familiar with these
 13 documents?

14 A. Um-hum.

15 Q. Okay, and this is a letter that Mr.
 16 Sladek wrote to you regarding a potential sale of
 17 Skee-Ball, Inc. December 3, 2015 attaching a
 18 document that is entitled Consent to Assignment
 19 of Confidential Settlement Agreement. Do you see
 20 that?

21 A. Yes. The date is correct. The name
 22 of the letter you said is right, and then this
 23 part is the consent to assignment of confidential
 24 settlement agreement. Correct.

25 Q. Okay, and this is the document that